



ACRO Criminal Records Office

## INFORMATION SHARING AGREEMENT

between the

**NATIONAL POLICE CHIEFS' COUNCIL**

And

**GENERAL DENTAL COUNCIL – ILLEGAL PRACTICE**

For

**ACCESSING INFORMATION HELD ON THE POLICE NATIONAL  
COMPUTER TO SUPPORT THE INVESTIGATION OF OFFENCES AND  
PROSECUTION OF OFFENDERS**

**General  
Dental  
Council**

**protecting patients,  
regulating the dental team**

Date of issue: 19<sup>th</sup> April 2016

Cover + 25 pages

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ACRO Criminal Records Office

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Version 1.4

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**SUMMARY SHEET****ACCESSING INFORMATION HELD ON THE POLICE NATIONAL COMPUTER TO SUPPORT THE INVESTIGATION OF OFFENCES AND PROSECUTION OF OFFENDERS**

ACRO Ref: ACRO/3/312/11

**PURPOSE**

This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide the General Dental Council (GDC) with access to relevant information held on the Police National Computer (PNC) including convictions, cautions, reprimands and final warnings to support illegal practice investigations conducted by the GDC. The Agreement also allows the GDC to use the services offered by ACRO in order to create PNC records on request to further support the GDC's investigations of offences and prosecution of offenders.

**PARTNERS**

ACRO Criminal Records Office (ACRO)  
General Dental Council (GDC) Illegal Practice Team

Date Agreement comes into force: 22/05/2016

Date of Agreement Review: 21/05/2017

Agreement Owner: ACRO Criminal Records Office

Agreement drawn up by:

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## **1 INTRODUCTION**

### **1.1 Purpose**

- 1.1.1 The General Dental Council (GDC) is the organisation which regulates dental professionals in the United Kingdom. All dental professionals are required to register with the GDC to enable them to work in the UK.
- 1.1.2 This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide the General Dental Council (GDC) with access to relevant information held on the Police National Computer (PNC) including convictions, cautions, reprimands and final warnings for those persons who are the subject of criminal proceedings in a Magistrates' Court and only in the event of a conviction, or who are witnesses in such proceedings and whose Convictions, Cautions, Reprimands and Warnings may be relevant for disclosure purposes under the provisions of the Criminal Procedure and Investigation Act 1996.
- 1.1.3 The Agreement also allows the GDC to use the services offered by ACRO in order to create PNC records on request to further support the GDC's investigations of offences and prosecution of offenders. In so doing, ACRO will provide the necessary prints from the PNC to support relevant judicial processes<sup>1</sup>.

## **2 PARTIES**

### **2.1 Agreement between**

- 2.1.1 This Agreement is between the following Parties:

ACRO Criminal Records Office (ACRO)  
PO Box 481  
Fareham  
PO14 9FS

General Dental Council (GDC)  
Illegal Practice  
37 Wimpole Street  
London  
W1G 8DQ

## **3 POWER(S)**

### **3.1 Legal basis**

- 3.1.1 The legal basis for ACRO and the GDC to share information is derived from:

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<sup>1</sup> The practice of providing copies of a defendant's past record is well established within the work of Non Police Prosecuting Agencies.

- The common law powers of disclosure
- The Crime and Disorder Act 1998 (s.115)
- The Human Rights Act 1998 (Article 8)
- The Data Protection Act 1998 (s.29(3) and 35(2))

### **3.2 Code of Practice for the Management of Police Information**

3.2.1 Any information that is shared should meet one or more of the policing purposes referred to in the Code of Practice for the Management of Police Information (MOPI):

- a. Protecting life and property;
- b. Preserving order;
- c. Preventing the commission of offences;
- d. Bringing offenders to justice;
- e. Any duty or responsibility of the police arising from common or statute law.

3.2.2 These five policing purposes provide the legal basis for collecting, recording, evaluating, sharing and retaining police information.

3.2.3 The policing purposes do not replace or supersede any existing duty or power defined by statute or common law.

### **3.3 Criminal Practice Directions 2015**

3.3.1 The Criminal Practice Directions 2015 (the CPD), s.8, clearly sets out the types of information which may be of relevance to a Court at various stages of proceedings. Paragraph 8 states as follows:

'The defendant's record (previous convictions, cautions, reprimands, etc) may be taken into account when the court decides not only on sentence but also, for example, about bail, or when allocating a case for trial. It is therefore important that up to date and accurate information is available. Previous convictions must be provided as part of the initial details of the prosecution case under Part 8 of the Rules.'

### **3.4 Data Sharing Code of Practice**

3.4.1 The sharing of information should only take place where it is valid and legally justified. Accordingly, this Agreement follows the recommendations contained in the Data Sharing Code of Practice issued by the Information Commissioner's Office.

3.4.2 Adopting the good practice recommendations contained in the code ensures that personal data<sup>2</sup> is shared in a way that complies with the law and that sharing is fair,

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<sup>2</sup> As defined in the Data Protection Act 1998.



transparent and in line with the rights and expectations of the people whose data is being shared.

## **4 PROCESS**

### **4.1 Overview**

- 4.1.1 ACRO, in response to requests made by the GDC, will conduct PNC searches and provide a PNC print to meet the information needs of the GDC.
- 4.1.2 In the event that no convictions are found on the PNC or the subject of the enquiry is 'No Trace', a response stating 'No relevant information held on the PNC in relation to the subject of your enquiry' will be sent to the GDC. This response will also indicate that in the absence of fingerprints the identity of the subject cannot be verified. Similar wording will apply to 'Trace' returns i.e. when a record is found and a PNC print is provided.
- 4.1.3 The GDC caseworker will review all referred information and may ask for additional information to aid decision making.

### **4.2 PNC searches**

- 4.2.1 Requests for a PNC search are to be made by the GDC on the 'Names Enquiry' form attached at Annex A.
- 4.2.2 The following information is to be provided in support of each request;
- First name(s) (John/Edward/Benjamin)
  - Surname (SMITH)
  - Any Alias Details (Names, DOB)
  - Date of birth (dd/mm/yyyy)
  - Place of Birth (where known)
  - Address
  - GDC case reference

### **4.3 Additional information requirements**

- 4.3.1 Other information which the GDC caseworker may be aware of e.g. National Insurance Number, passport or driving licence number etc. can be provided to aid identification. This additional information will be used to confirm identity and is of particular value where the name or other personal details are identical on the PNC.
- 4.3.2 It is not necessary to obtain the additional information as a matter of course particularly if it is not currently recorded as part of the GDC's normal administrative procedures.

4.3.3 If required, ACRO will seek additional information from the GDC to verify the identity of the subject of the request via the following secure GDC Mailbox:



4.3.4 No other Mailbox is to be used unless this Agreement is updated to reflect a change of "nominated" point of contact for the GDC.

4.3.5 Where appropriate, the GDC will make contact with the subject of the enquiry to seek the additional information required by ACRO.

#### **4.4 Creating records on the Police National Computer**

4.4.1 The process for creating records and assigning ASN to prosecutions brought by Non Police Prosecuting Agencies (NPPA) is contained in the 'National Standard for Recording NPPA Prosecutions on the Police National Computer' (the 'National Standard').

4.4.2 The GDC undertakes to adhere to the requirements of the National Standard including the requirement to complete and submit the required NPA form in the agreed format together with a copy of the relevant information to the court in order for a record to be created on the PNC. Court dates are to be provided if known at the time of submission.

4.4.3 The GDC will supply a duly completed NPA form in respect of every person for whom a PNC record is to be created. An ASN will be provided by ACRO in return. A delay in the process is likely to occur if the information provided on the NPA form by GDC is incomplete or inaccurate.

4.4.4 As part of the record creation service provided by ACRO, the GDC will be sent a PNC multi print for each ASN created. The multi print consists of a Prosecutor's Print plus a Court/Defence/Probation Print. The content of each type of print is defined in the list of PNC Printer Transactions attached at Annex B.

4.4.5 Covering emails from ACRO under which the PNC prints will be returned to the GDC will state that in the absence of fingerprints the subject's identity cannot be verified.

4.4.6 In the event that no convictions are found on the PNC or the subject of the enquiry is 'No Trace', a response stating 'No relevant information held on PNC in relation to the subject of your enquiry' will be sent to the GDC.

4.4.7 When a prosecution by the GDC leads to a court appearance, ACRO will update the PNC with the required details of any adjournment or disposal. These details are provided to ACRO through automated processes when the prosecution occurs at a Magistrates Court. However, these processes do not extend to prosecutions through the Crown Court and therefore the GDC is to advise ACRO of any adjournments or disposal handed down by the higher court using the form attached at Annex C.

- 4.4.8 If, once a PNC record has been created by ACRO and an ASN issued to the GDC, a decision is taken to deal with the offender by way of an 'Out of Court disposal' or proceedings are otherwise concluded by way of a discontinuance or 'NFA' disposal, for instance on the advice of the Crown Prosecution Service (CPS), the GDC will inform ACRO as soon as reasonably practical in order that the PNC record can be closed.

## 5 SUBMISSION

### 5.1 Names Enquiry and NPA forms

- 5.1.1 Completed 'Names Enquiry' and NPA forms are to be sent via secure email i.e. cjsm, gsi etc. to the following email address; [REDACTED]
- 5.1.2 Erroneous/incomplete 'Names Enquiry' or NPA forms will not be processed. They will be returned to the GDC as invalid and a reason provided.

### 5.2 Telephone requests

- 5.2.1 Requests may be made by telephone in cases of emergency, for example, where there is a risk of immediate violence, and the 'Names Enquiry' form submitted retrospectively. Such requests can only be made by a limited number of GDC caseworkers namely, Steve White, Richard Dancy, Sarah Cashman, Katie Spears and Helen Lyle.

## 6 PROVISION OF INFORMATION

### 6.1 Response to a PNC 'Names' search

- 6.1.1 In response to a formal application, written or verbal, ACRO will provide the GDC with the following information derived from the PNC in response to applications made in accordance with this Agreement;
- All convictions, cautions, warnings & reprimands
  - Additional information as deemed relevant by ACRO where there is a pressing social need to do so (via a Force Disclosure Unit as appropriate)
- 6.1.2 It should be noted that the service provided under this Agreement only covers the provision of certain PNC prints depending on the request submitted by the GDC. PNC Warning Signals will not be disclosed.
- 6.1.3 If the GDC has a secondary query or wish to follow-up on the PNC information provided, a formal request is to be made through the nominated ACRO Mailbox; [REDACTED]

- 6.1.4 The GDC will need to liaise directly with forces to obtain specific information regarding the offending revealed in the prints provided under this Agreement or to gain access to statements, interviews under caution etc. relating to any previous offending. Forces may apply their own charges in respect of any information they disclose.

## **7 INFORMATION MANAGEMENT**

### **7.1 Government Security Classifications Policy**

- 7.1.1 Parties to this Agreement are to ensure that personal data are handled, stored and processed at OFFICIAL level as defined by the Government Security Classifications Policy and carry the security marking OFFICIAL – SENSITIVE.

### **7.2 Information Security Policy**

- 7.2.1 Either Party to this Agreement may request a copy of the others Information Security Policy (ISP) (where it exists) when sensitive personal data is to be shared.

### **7.3 Volumes**

- 7.3.1 It is estimated that for the year 2016/17, the GDC will request 40 PNC checks and require 40 PNC records to be created.

- 7.3.2 The GDC will advise ACRO if the number of PNC checks is likely to be exceeded.

### **7.4 Transmission**

- 7.4.1 With the exception of telephone requests in cases of emergency, contact between ACRO and the GDC should only be made over a secure communication network and care must be taken where personal data is shared or discussed.

- 7.4.2 Similarly, requests and replies must not be communicated via insecure email as the Internet is not secure and must not be used for the transmission of personal/sensitive personal data.

- 7.4.3 Emails must not be password protected, contain personal data or contain the descriptor 'Private and Confidential' in the subject field or be over 6Mb in file.

- 7.4.4 The GDC case reference number must be included in the subject field of every email sent to ACRO.

### **7.5 Disputed information**

- 7.5.1 Should the validity of the information disclosed be disputed, the GDC will contact ACRO to determine a suitable method to resolve the dispute.

**7.6 Turnaround**

- 7.6.1 This Agreement requires a 7 day turnaround on all cases submitted to ACRO except where ACRO requires further information from the GDC to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the GDC.
- 7.6.2 Responses to requests for additional information must be made by the GDC within 10 working days. If ACRO do not receive the information, the request will be closed and an invoice sent to the GDC for work undertaken to date.
- 7.6.3 A further exception to the 7 day turnaround are those occasions where the conviction data is held on microfiche in the national police microfiche library at Hendon. In these cases ACRO will provide a response when the required information has been supplied by the custodians of the microfiche.
- 7.6.4 The GDC will be advised if the 7 day turnaround cannot be met.

**7.7 Quality Assurance & Control**

- 7.7.1 ACRO employ strict quality control procedures and staff undertaking this work are all appropriately trained.
- 7.7.2 On a monthly basis ACRO can, if required, provide regular management information to the GDC including;
- Number of PNC 'Names Enquiry' forms received
  - Number and type of PNC Prints provided
  - Number of PNC records created
  - Details of any cases that fall outside agreed 'Service Levels'
  - Number of issues and/or disputes

**7.8 Force Majeure**

- 7.8.1 Neither the GDC nor ACRO shall be liable to the other by reason of any failure or delay in performing its obligations under the DPA which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 7.8.2 If either the GDC or ACRO becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, they shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.
- 7.8.3 For the purposes of this Condition, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not

include any industrial action occurring within ACRO or within any sub-contractor's organisation.

- 7.8.4 Any failure or delay by ACRO in performing its obligations under the DPA which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to ACRO by Force Majeure.

## 8 CONSTRAINTS ON THE USE OF THE INFORMATION

### 8.1 Freedom of Information Act 2000

- 8.1.1 On receipt of a request made under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the information provided by ACRO, the GDC representative identified in Section 9 below, is to ascertain whether the NPCC wishes to propose the engagement of any exemptions via the NPCC FOI Mailbox: \_\_\_\_\_

### 8.2 Data Protection Act 1998

- 8.2.1 Where the GDC receives a Subject Access Request (SAR) under the provisions of s.7 of the Data Protection Act 1998 which captures personal or sensitive personal data provided by ACRO under this agreement, the GDC representative identified in Section 9 below is to immediately contact the NPCC Data Protection Officer at: to ascertain whether ACRO wishes to apply any relevant exemptions prior to responding to the applicant
- 8.2.2 Where ACRO receives a Subject Access Request (SAR) under the provisions of s.7 of the Data Protection Act 1998 which captures personal or sensitive personal data requested by the GDC under this agreement, the NPCC Data Protection Officer is to immediately contact the GDC representative identified in Section 9 below to ascertain whether the GDC wishes to apply any relevant exemptions prior to responding to the applicant.
- 8.2.3 It is acknowledged that where the receiving Party cannot comply with a request without disclosing information relating to another individual who can be identified from that information, it is not obliged to comply with the request, unless;
- a. The other individual has consented to the disclosure of the information to the person making the request; or
  - b. It is reasonable in all the circumstances to comply with the request without the consent of the other individual.
- 8.2.4 In determining whether it is reasonable, regard shall be had to:-
- a. Any duty of confidentiality owed to the other individual;
  - b. Any steps taken by the Data Controller with a view to seeking consent of the other individual;

- c. Whether the other individual is capable of giving consent; and,
  - d. Any express refusal of consent by the other individual.
- 8.2.5 Each Party shall give reasonable assistance as is necessary to enable the other Party to:
- a. Comply with requests for subject access from the Data Subjects;
  - b. Respond to Notices served upon them by the Information Commissioner;
  - c. Respond to complaints from Data Subjects;
  - d. Investigate any breach or alleged breach of confidentiality.
- 8.2.6 Where the GDC receives a Notice under s.10 of the Data Protection Act 1998 concerning personal or sensitive personal data processed under this Agreement, the GDC representative identified in Section 9 below will contact the NPCC Data Protection Officer to alert them to the fact that a Notice has been served:
- 8.2.7 Where ACRO receives a Notice under s.10 of the Data Protection Act 1998 concerning personal or sensitive personal data processed under this Agreement, the NPCC Data Protection Officer will contact the GDC representative identified in Section 9 below to alert them to the fact that a Notice has been served.

**8.3 Third Party Sharing**

- 8.3.1 Personal data and sensitive personal data shared in accordance with this Agreement will only be used for the specific purpose for which they are requested.
- 8.3.2 The information shared should not be disclosed to any third party without the written consent of the Party that provided the information in the first instance.

**8.4 Retention and Disposal**

- 8.4.1 Information shared under this Agreement will be securely stored and disposed of when no longer required for the purpose for which it is provided, unless otherwise agreed in a specific case, and legally permitted.

**9 ROLES AND RESPONSIBILITIES**

**9.1 Disputes**

- 9.1.1 The following Single Points of Contact (SPoC) will work together to jointly solve problems relating to the sharing of information under this Agreement.

ACRO Head of Section

If the above is unavailable contact should be made with:

ACRO Bureau Deputy Manager

GDC Head of Illegal Practice

If the above individual is unavailable contact should be made with:

9.1.2 will be the point of contact up until August 2016. From August 2016- May 2017, when the next Agreement will be renewed, the points of contact.

9.1.3 The above named GDC representatives will have joint responsibility of resolving all day to day operating issues and initiating the escalation process set out below if/when necessary.

**Escalation**

**9.2**

9.2.1 In the event that the nominated ACRO and the GDC SPoCs cannot agree on a course of action or either Party appears not to have met the terms and conditions of this Agreement, the matter should initially be referred jointly to the following:

ACRO Business Relationship Manager

GDC Head of Illegal Practice:

9.2.2 Both nominees have a responsibility to create a file in which relevant information and decisions can be recorded. The file should include details of the data accessed and notes of any correspondence, meeting attended, or phone calls made or received relating to this Agreement.

**10 CHARGES**

**10.1 Price and Rates**

10.1.1 The GDC shall pay ACRO for the provision of services set out in this Agreement.



- 10.1.2 The charges applied to service provision are deemed to include all costs and overheads and all charges associated with the employment and retention of staff. VAT is not applicable to the service provided.
- 10.1.3 The charge applied for record creation is a transaction charge and not a charge to be levied in respect of each offence entered onto the PNC by ACRO, in a single transaction, for which an ASN is generated i.e. 1 x transaction involving 6 offences.
- 10.1.4 This charge will cover all elements of record creation and management of case disposal by ACRO on behalf of the GDC.
- 10.1.5 The charges applied shall be fixed for the period of the Agreement.
- 10.1.6 The GDC will provide ACRO with a Purchase Order each year commencing on the date of renewal of this Agreement of sufficient value to cover the estimated checks to be carried out in the contracted period.
- 10.1.7 ACRO shall submit an original invoice quoting the Purchase Order number to the GDC at quarterly intervals in arrears in respect of the service provided. Each invoice shall be accompanied by an email which will contain all appropriate references, a detailed breakdown of the services and the appropriate charge per check.

**10.2 Invoices**

- 10.2.1 Invoices shall contain the following information:
  - Purchase Order number
  - The Agreement Reference Number
  - The period the service charge refers to
  - All applicable service charges
  - The name and address of both Parties (ACRO and the GDC)
- 10.2.2 The GDC shall pay all monies owed to ACRO within a period of 30 days from receipt of the original invoice unless the amount shown on the invoice is disputed by the GDC.

10.2.3 If the GDC is in default of this condition, ACRO reserves the right to withdraw the service by advising in writing.

**11 REVIEW**

**11.1 Frequency**

11.1.1 This Agreement will be held by ACRO and reviewed on an annual basis.

**12 SIGNATURE**

**12.1 Undertaking**

12.1.1 By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff for whom they are responsible are trained so that requests for information and the process of sharing is sufficient to meet the purpose of this Agreement.

12.1.2 Signatories must ensure compliance with all relevant legislation.

Signed on behalf of ACRO:	Signed on behalf of the GDC:
Signature:	Signature:
Full Name:	
Position held: Head of ACRO	Position held: <i>Head of Illegal Practice</i>
Date:	Date: <i>21/4/2016</i>